

A. G. Contract No. KR93-2007-TRN
ECS File No.: JPA 94-14
JPA No.: 93-114
Project: HX019 01C
Section: SR-89A @ Soldiers Pass Rd.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF SEDONA

THIS AGREEMENT is entered into 13 December, 1993, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 9-276 and Section 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to construct, operate and maintain a new traffic signal light warranted on State Route 89A at the intersection of Soldiers Pass Road, at an estimated design and construction cost of \$80,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:--

NO. <u>18264</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/13/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky V. Greenwell</u>

II. SCOPE OF WORK

1. The State will:

- a. Review and approve the design documents.
- b. Provide periodic observation of the construction to insure conformance with State standards and specifications.
- c. Within thirty days after receipt of an invoice, reimburse the City for two thirds of the cost of the Project, excluding any related utility or other work, in an amount not to exceed \$53,334.00.
- c. Upon completion and acceptance of the Project by the City and the State, provide routine signal maintenance.

2. The City will:

- a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate State review comments as appropriate.
- b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the City.
- c. When the Project is complete and functional invoice the State for two thirds of the cost of construction and construction engineering of the Project, excluding any related utility or other work, in an amount not to exceed \$53,334.00.
- d. Upon completion, request the State, in concurrence with the City, to approve and accept the Project on behalf of the parties hereto, and provide electrical energy.
- e. Provide maintenance to street furniture signal poles, mastarms and heads, highway luminaire equipment including fixtures, lenses, ballasts and lamps, the exterior of signal control cabinets and Opticon systems.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

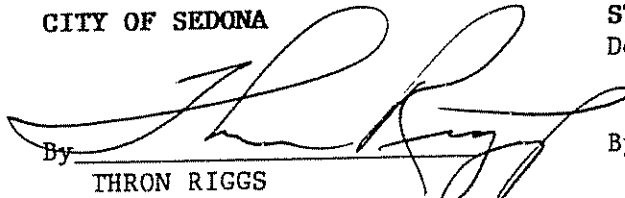
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Sedona
City Manager
2940 Southwest Drive
Sedona, AZ 86339

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

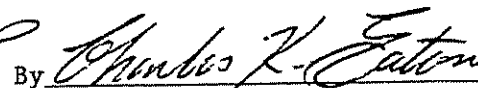
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SEDONA


By 
THRON RIGGS
Mayor

STATE OF ARIZONA

Department of Transportation

By 
CHARLES K. EATON
State Traffic Engineer

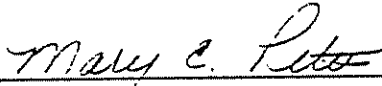
ATTEST

By 
MARIE BROWN
City Clerk

RESOLUTION

BE IT RESOLVED on this 12th day of August 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation to enter into an agreement with the City of Sedona for the purpose of establishing an agreement to provide for the design, construction and maintenance of a new traffic signal on SR-89A at the intersection of Soldiers Pass Road in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.


for LARRY S. BONINE
Director

RESOLUTION NO. 93-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY SEDONA, ARIZONA, REPEALING RESOLUTION NO. 93-41, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A NEW TRAFFIC SIGNAL LIGHT AT THE INTERSECTION OF STATE ROUTE 89A AND SOLDIER'S PASS ROAD; AND AUTHORIZING THE CITY'S CONTRIBUTION OF APPROXIMATELY \$26,666 (ONE-THIRD OF THE COST OF THE PROJECT).

WHEREAS:

On September 14, 1993, the Mayor and Council of the City of Sedona executed Resolution No. 93-41 authorizing the City Manager to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for the construction, operation and maintenance of a new traffic signal light at the intersection of State Route 89A and Soldier's Pass Road;

The Arizona Department of Transportation determined it was not satisfied with the form of the Intergovernmental Agreement which it had provided and submitted a new IGA, which is attached to this Resolution;

The City still desires to enter into an Intergovernmental Agreement pursuant to A.R.S. §11-951 et seq. with the State of Arizona, Department of Transportation, relating to the construction, operation, and maintenance of a new traffic signal light at the intersection of Soldier's Pass Road and State Route 89A;

The City is empowered by A.R.S. §§11-951 et seq. and 9-276 to enter into the Agreement;

The City will provide design plans, specifications and such other documents required for construction bidding and construction, which meet state standards, and incorporate state review comments as appropriate;

The City will call for bids and award one or more construction contracts for the project;

The City will administer the contract and make all payments to the contractor or contractors;

When the project is complete and functional, the City will invoice the State for two thirds the cost of construction and construction engineering of the project excluding any related utility or other work, in an amount not to exceed \$53,334;

Upon completion and acceptance of the project by the State, the State shall provide routine signal maintenance and the City shall provide electrical energy;

The City shall also provide maintenance to street furniture, signal poles, mastarms and heads, highway luminaire equipment including fixtures, lenses, ballasts and lamps, the exterior of the signal control cabinets and Opticon systems.

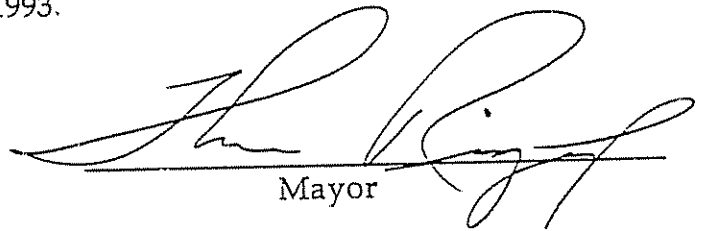
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, that:

Resolution No. 93-41 is hereby repealed; and

The City resolves to enter into an Intergovernmental Agreement with the State of Arizona, Department of Transportation; and

The City Manager is hereby authorized to execute, on behalf of the City, the attached Intergovernmental Agreement relating to installation of a traffic light at the intersection of Soldier's Pass Road and State Route 89A.

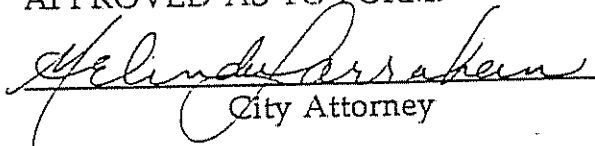
PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 9 day of November, 1993.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

JPA 93-114

APPROVAL OF THE SEDONA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the **DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION** and the **CITY OF SEDONA** and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 9th day of Nov., 1993.

Carl VanDusen
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2007-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of December, 1993.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8290G